HS 74/1052 (35)

THE CASE OF THOMAS DAVISON.

THat *Thomas Davison*, Son and [illegible] apparent of *William Davison* Gent. about Five years ſince became ſeiſed in Fee of the Mannor of *Langton Juncta Partney Com. Lincoln*, value 400 *l. per Annum*, as of the gift of his Father, who reſerved to himſelf 140 *l.* a year for his life, and charged with a Joynture of 60 *l.* a year to *Rachel* his Grandmother and an Annuity of 50 *l.* a year in Fee going out of it to *William Liſter* Eſq; and alſo charged with other Debts and Real incumbrances of the ſaid *William* the Father, amounting to 2000 *l.*

That the ſaid *Thomas Daviſon* being ſo ſeized, and the Eſtate Charged as aforeſaid, did, upon a Marriage with *Bridget*, Daughter of *Thomas Ely* Gent. and 700 *l.* portion, ſettle the premiſes by Indenture Tripartite, and Fine Leavied to the uſes following (*viz.*) as to part of the Mannor amounting to 200 *l.* a year (but chargeable as aforeſaid) to himſelf and the ſaid *Bridget* for her Joynture; and after their deceaſe, as touching all the premiſes as well in Poſſeſſion as Reverſion to the 1ſt, 2d, 3d, 4th, 5th, 6th, and other Sons in Tail, with proviſion for Daughters, failing Iſſue Male, the Remainder to his own right Heirs.

That *Thomas Daviſon* finding the Eſtate ſo charged with his Fathers Debts, contracted a further Debt, before and ſince the Marriage, of 1500 *l.* by Judgements, *&c.* The whole Debt amounting to 3500 *l.* (*pro ut Schedule*) beſides the Rent-charge and precedent Eſtates aforeſaid; by reaſon whereof, there is not ſufficient to pay the intereſt of the debts, much leſs to maintain the ſaid *Thomas* and *Bridget*, who have iſſue between them *Thomas* an Infant, in whom the Eſtate-Tail is veſted.

Whereupon, by advice and conſent of friends of all ſides, it was thought fit that the Premiſſes ſhould be ſold, and ſatisfaction being given to all parties intereſted for their reſpective Eſtates and Debts, the remainder of the purchaſe Money to be beſtowed in Lands to the value of 200 *l. per Annum* to be ſetled upon the Husband, Wife, and Infant, with Remainder in Tail *pro ut* in the former ſettlement, which will yield a preſent ſubſiſtence to the Father and Mother, and a better and more advantageous Eſtate to the Infant, than that he now hath, conſidering the former Charges.

That to the intent aforeſaid, the friends have contracted with one Mr. *Langton* for the ſum of 7500 *l.* out of which there is agreed to be paid to *Rachel* for her intereſt 300 *l.* to *William* the Father for his intereſt 700 *l.* for the ſaid Annuity in Fee 1000 *l.* to the ſeveral Creditors their reſpective Debts and Damages; the reſidue of the Purchaſe-Money to be beſtowed in the Mannor of *Oxcomb*, or other Lands in *Com. Lincoln*, to the value of 200 *l. per Annum*, and to be ſetled as aforeſaid.

Wherefore the Bill prays with the conſent of all the friends and parties intereſted, That it may be ſo Enacted, That the ſaid Mannor of *Langton* may be veſted in Truſtees to be ſold for the raiſing of the ſaid Sum of 7500 *l.* to be diſpoſed of according to the ſaid Agreement; notwithſtanding the Uſes limited to the ſaid *Bridget*, and the ſaid *Thomas* the Infant, in and by the ſaid Indenture Tripartite.

A General ſaving of all Rights *&c.* other then, *&c.*